TEG EXHIBIT
A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

MAX MINDS, LLC,   )
)
                    Plaintiff,   )
)
        v.   )   Case No.: 1:24-cv-00779-JPH-MG
)
TRIANGLE EXPERIENCE GROUP, INC.,   )
et al,   )
)
                    Defendants.   )

DECLARATION OF ROBERT E. CLARE, JR.

On behalf of Triangle Experience Group, Inc. ("TEG"), I, Robert E. Clare, Jr., do hereby

declare pursuant to 28 U.S.C. § 1746 as follows:

1.   I am over the age of eighteen (18) and am competent to testify to the matters set

forth in this declaration. Unless otherwise stated herein, the statements contained in this declaration

are from my own personal knowledge.

2.   I am the Chief Executive Officer of TEG.

3.   TEG is a Viginia corporation that was organized under the laws of the

Commonwealth of Virginia on or about March 11, 2015. TEG is a service-disabled, veteran owned

small business.

4.   Since its founding, TEG has been in the business of servicing the United States

Government with software systems and training designed to aid "the warfighter" – the troops on

the ground, in the air and on the sea. TEG aids the United States Government by providing

collaborative environment systems for operation centers, such as Pentagon war rooms and other

command and operation centers around the country and around the world.

5.   I have been familiar with Brandon Fischer, current CEO of Max, since his employment at Prysm. Prysm is a company that provided TEG with software called "Synthesis" to drive TEG's "C4MAP" collaborative communications platform.

6.   As early as February of 2017, Mr. Fischer (while still employed at Prysm) traveled to TEG's offices in Arlington, Virginia where TEG presented to Mr. Fischer and others on the Prysm team with the requirements and the software structural needs for TEG's C4MAP software platform.

7.   In April of 2018, TEG was looking to expand its capability offering to the federal government. TEG presented to Mr. Fischer how to complement the Prysm source code to meet the needs of TEG and its government customers. To that end, TEG demonstrated to Mr. Fischer pseudo code and conceptual design plans. This and various other technical meetings with Mr. Fischer included in-depth discussions on how TEG was using C4MAP based on Synthesis to power various web services including Video Streaming Services ("VSS") and noVNC as well as work on a novel server for websocket-based collaboration. TEG presented Mr. Fischer with source code descriptions and commits of TEG's preexisting work on web hosted services.

8.   In 2019, Mr. Fischer, on behalf of Max, reached out to TEG and asked it to be his partner. Subsequently, TEG and Max agreed to meet to review the C4MAP platform.

9.   On July 16, 2019, the parties signed a mutual nondisclosure agreement and TEG brought Max into TEG's designated C4MAP government lab in Suffolk, Virginia so that TEG could further demonstrate to Max the government's Key Performance Requirements ("KPPs"), Key System Attributes ("KSAs"), architecture, workflow, video feeds, chat functions, video conferencing, screen sharing in a collaborative environment, and other functionality necessary to operate the C4MAP platform. During this meeting, TEG identified to Mr. Fischer several

discrepancies in the software that would need to be addressed for the government to consider Haptic Federal as an option.

10.   Soon thereafter, the parties decided to partner together in a joint venture to deliver collaborative workflow capabilities to the government customer. The Joint Venture Agreement was signed in early 2020.

11.   Throughout the parties' relationship, TEG and Max engineers worked collaboratively to develop the software and routinely held weekly, sometimes daily, joint conference calls and development sessions during which TEG provided further critical pathways regarding the requirements, architecture, workflow and functionality of the software. In addition, TEG was solely responsible for testing the software for quality assurance and control purposes.

12.   Max, of course, would not and could not have known the government customers' specialized requirements and parameters for the source code without the experience, expertise and efforts of TEG. Indeed, TEG and its members have been working with the government for well over a decade. TEG was thus fluent with what the government customer needed and how it needed to be done. TEG used its working knowledge of the government requirements to develop the overall structure of the code and each of its subsections. TEG also showed Max how to design and code the platform's modules, particularly how the various modules must interact with each other and the government customers' existing infrastructure.

13.   At each stage of development, TEG communicated to Max what was required in the software, how it needed to change, what functions needed to be added, how the workflow was to be orchestrated and what was to be achieved. In these presentations, TEG provided Max with detailed spreadsheets on software requirements, functionality, and applications. TEG also

provided Max with storyboards, user interface mockups and other demonstrative tools so that Max could see and understand what was to be built and how it needed to be built.

14.   During the development and testing phases for the software, TEG purchased specialized testing software, called HP Fortify, and performed all the functional testing and source code scanning throughout the entirety of the developmental process for the software. TEG was in the field installing and testing the software, analyzing the bug reports and system failures, designing fixes and providing Max with source code solutions, and then installing and testing new versions accordingly. This iterative process continued throughout the course of the parties' relationship.

15.   In total, TEG paid Max approximately $4,600,000, with over $2,500,000 of those funds paid specifically for development work.

16.   From the foregoing, it is clear that TEG was a co-developer and is a co-owner of the source code and the software at issue in this case. My understanding is that the various source code repositories in Max's possession are essential to demonstrate that TEG is a co-owner of Max's alleged trade secrets, source code, and software and did not infringe any of Max's alleged copyrights.

In accordance with 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: October 8, 2024

Robert E. Clare, Jr.
Chief Executive Officer
Triangle Experience Group, Inc.

4